

AG Contract No.: KR05-0149TRN
ADOT ECS File No.: JPA 04-071
Project No.: TEA 077-B(001)A
Section: SR 77
Project: Main Street
TRACS No.: H6332 01C
Budget Source Item No.: 75305

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF TAYLOR

THIS AGREEMENT is entered into this date March 28 2005, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF TAYLOR, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of transportation enhancement activities.

4. The Town has selected such project within the boundary of the Town; the survey of the project has been completed and as required, submitted to the State and the Federal Highway Administration (FHWA) for its approval.

5. The State and the Town desire to participate in the design, construction and maintenance of sidewalks, curbing, gutters, pedestrian lights and decorative benches located along State Route (SR) 77 at Milepost (MP) 357.9 to MP 358.8, hereinafter referred to as the "Project", at an estimated cost of \$338,139.00. The parties agree that the State will design, construct and upon completion of the Project the Town will maintain the Project along with all new sidewalks being replaced and all other existing sidewalks on the State's Right-of-Way within the Town limits. The State will provide to the Town \$1,000.00 per year to assist in the cost of the maintenance for the Project, to be transferred from ADOT Globe District Maintenance.

NO. 27435
Filed with the Secretary of State
Date Filed: 03/28/05

Janice K. Brewer
Secretary of State

By: Timothy D. Dracut

Construction Tracs No. H6632 01C

Estimated Construction Cost	\$305,808.00
Estimated Federal Aid Funds @ 94.3%	\$288,376.94
Estimated State Funds @ 5.7%	\$ 17,431.06

Design TRACS No.: H6332 01D

Estimated Design Costs	\$ 32,331.00
Estimated Federal-aid funds @ 94.3%	\$ 30,488.13
Estimated State funds @ 5.7%	\$ 1,842.87

Total Estimated Design & Construction Costs: \$338,139.00

*Includes 15% for Construction Engineering Administration and 5% for Change Orders

THEREFORE, inconsideration of the mutual covenants expressed herein, it is agrees as follows:

II. SCOPE OF WORK

1. The State shall:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for construction.

b. Construct the Project approved by FHWA, if such funds are available for construction. Be the designated authorized agent with the consent of the Town and the FHWA and proceed to advertise for, and open bids with the aid and consent of the Town and the FHWA. Enter into a contract(s) with a firm(s) to whom the award is made with the concurrence of the FHWA. Enter into a Project Agreement with FHWA on behalf of the Town to perform, complete, accept and pay for in accordance with instructions and requirements of the Town and the Arizona Department of Transportation. Request the maximum federal funds available including construction, engineering and administration costs.

c. Prepare plans, specifications and an estimate for the Project and will submit them to the Town for concurrence. After the Town concurs with the plans, the Project will be constructed by the State using State and Federal Funds.

d. Not be obligated to maintain this Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

e. Provide to the Town, from the ADOT Globe District Maintenance fund, \$1,000.00 per year to assist in the cost of maintaining the Project along with all new sidewalks.

2. The Town shall:

a. Not permit or allow any encroachments, except those authorized by permit, upon or private use of the right-of-way. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

b. Remove from the proposed Right-of-Way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area and hereby certifies that all obstructions and encroachments have been or will be removed prior to the start of Project construction.

c. Upon satisfactory completion of construction, approve and accept the Project on behalf of the parties hereto, provide for perpetual and proper maintenance and all repairs to the sidewalks, curbing, gutters, pedestrian lights and decorative benches, including but not limited to cleaning, sweeping, snow and ice removal and routine maintenance of sidewalks, which would include making repairs, removal and replacement of cracked, damaged and buckled sidewalks as required to maintain it in a safe and functional condition, and accept from the State \$1,000.00 per year from the Globe District Maintenance Fund for the cost of maintenance.

d. Upon satisfactory completion of construction, provide for operation and cost of lighting and electricity, safe access to pedestrian facilities, and shall furnish all electrical power necessary to operate the pedestrian lighting, all at the Town's expense.

e. Be obligated to incur the cost increase of said work due to unforeseen conditions or circumstances required by a change in the extent or scope of the work called for by the Town in this Agreement. The Town shall be obligated to incur any such increased cost by the Town; any such changes require the prior written approval of the State.

f. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic controls will meet the requirements of the most recent Arizona Department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party as ("Indemnitee") from and against any and all claims, losses liability, costs, or expenses including reasonable attorney's fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

2. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion and reimbursements provided herein. However, any provisions for maintenance of sidewalks, curbing, gutters, pedestrian lights and decorative benches, provided by the Town shall be perpetual. This Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
(602)-712-7525

Town of Taylor
Attn: Stephen Sturgell - Town Manager
P.O. Box 158
Taylor, AZ 85939
(928)-536-7366

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State and Town under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State and Town at the end of the period for which the funds are available. No liability shall accrue to the State and Town in the event this provision is exercised as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF TAYLOR

STATE OF ARIZONA

Department of Transportation

By



FLOYD FUENTES
Mayor

By


SUSAN TELLEZ
Contract Administrator

ATTEST

By


KELLY JONES
Town Clerk

**TAYLOR TOWN COUNCIL
MINUTES OF COUNCIL MEETING
WEDNESDAY FEBRUARY 9, 2005
7:00 P.M.
TAYLOR FIRE/AMBULANCE BUILDING
411 PAPER MILL ROAD
TAYLOR, ARIZONA**

Council Members Present:

Mayor Floyd Fuentes; Council members Debi Bettis, Boyd Hatch, Jay Whipple, Mitch Farr and Norman Brimhall

Council absent:

Vice Mayor Debbie Tuckfield

Staff present:

Manager Stephen Sturgell, Airport Manager Dick Prior, Clerk Kelly Jones and Fire Chief Clay Wood

Attorney:

Sterling Solomon present

Visitors present:

Harold Merservey, Brint Wiles, Naomi Hatch, Scott Burt, Ron Bettis, and others who did not sign in.

1. MEETING CALL TO ORDER:

Mayor Fuentes called the meeting to order at 7:07 p.m.

2. PRAYER:

Debi Bettis offered The Prayer.

3. PLEDGE OF ALLEGIANCE:

Mitch Farr led The Pledge of Allegiance.

4. OPEN CALL TO THE PUBLIC:

There were no public comments.

5. APPROVAL OF MINUTES: January 26, 2005 Council Meeting:

Motion was made by Councilman Hatch, **seconded** by Councilwoman Bettis to accept the minutes of January 26, 2005 Council Meeting as written. Motion carried unanimously.

6. OLD BUSINESS:

A) CONSIDERATION AND POSSIBLE APPROVAL: Update from Kennedy/Jenks Consultants on Status of Sewer Improvement Project:

Bud Reyes gave a project report on the status of the sewer improvements his company has been working on. After looking into three possible options, they recommend the mechanical plant. This method will accommodate 100,000 gallons per day, which will cover our short fall of 80,000 gallons per day and will accommodate our immediate needs. They have discussed this with the Arizona Department of Environmental Quality

(ADEQ). They will continue to identify weak points and associated costs. All this information will go into a final report to the Town of Taylor, which will identify work to be done. After the referendum vote in March they will start design on the treatment plant.

B) CONSIDERATION AND POSSIBLE APPROVAL: Proposed IGA Between Town and State of Arizona for Improvements to SR77 Between Mileposts 357.9 and 358.8:

This item was tabled at last meeting for clarification of language. Taylor wants the language to be consistent with other towns. The Arizona Department of Transportation (ADOT) revised the IGA. They want to make sure the Town of Taylor takes their role in cleaning the sidewalks. Staff feels this is a worthy project. This needs to go to the Attorney General for their approval. The state will also be talking with property owners along the highway since there is still some issues with driveway access. **Motion** was made by Councilman Farr, **seconded** by Councilman Whipple to approve the proposed IGA between the Town of Taylor and the State of Arizona for improvements to SR77 between mileposts 357.9 and 358.8. Motion carried unanimously.

C) CONSIDERATION AND POSSIBLE APPROVAL: Update from Clay Wood / Jay Whipple on Used Ladder Truck:

Brint Wiles reported he has been a member of the Taylor Fire Department for 5 years. He oversees work done on trucks within the department. Brint, Fire Chief Clay Wood and Councilman Whipple recently went to Idaho to check out a 1982 Crown Chassis Truck with a rear mount Pierce Ladder and compartment box. This action was approved by the Council at the January 12, 2005 Council Meeting. All agreed the truck is in good shape. Brint reported it was found to be mechanical sound and the durability is in good shape. He feels this truck will hold the department needs for 7-10 years. Councilman Whipple stated they did a through inspection and found the ladder to be in good shape. **Motion** was made by Councilman Farr to approve the purchase of the 1982 Crown Chassis Truck with a rear mount Pierce Ladder and compartment box. **Seconded** by Councilwoman Bettis. Motion carried unanimously.

7. NEW BUSINESS:

A) CONSIDERATION AND POSSIBLE APPROVAL: Proposed Ordinance Amending Town Code to Create an Airport Overlay Zoning District:

Airport Manager Dick Prior reported this ordinance is required by the Federal Government. The aviation agreement notifies potential property owners that there is an airport in the area. By passing this ordinance the map will be recorded with the county and Arizona Real Estate Department. Dick wanted to present this to the Council tonight for discussion so they will have a better understanding of it before the public hearing. Dick stated there are three zones on the map. The traffic pattern zone, airport influence zone and the approach zone. After review of this ordinance, Council

directed Staff to proceed with this plan to create an airport overlay-zoning district and schedule a public hearing.

**B) CONSIDERATION AND POSSIBLE APPROVAL: Resolution 2005-03
Approving the Application for Local, Regional and State Parks Heritage Funds
for Rodeo Park Improvements -- Softball Field, Playground Equipment and
Restroom Improvements:**

Steve reported this resolution authorizes Staff to file an application with the Arizona Parks Department for a 50/50 matching grant with the Heritage Program. The Town proposes to construct a new softball field at Rodeo Park, connect sewer for restroom improvements and purchase playground equipment for the outfield area between the existing fields. The Town of Taylor is hopeful they can find volunteers for this project, they have received some letters of support. **Motion** was made by Councilman Farr, **seconded** by Councilman Whipple to approve Resolution 2005-03 approving the application for local, regional and state parks heritage for rodeo park improvements for a softball field, playground equipment and restroom improvements. Motion carried unanimously.

8. REPORTS:

(A) Manager:

- 1) Ambulance Director Clint Burden put some figures together regarding the ambulance service. Each year the calls and transports are increasing 8% to 10 %. We are now averaging 1 ½ to 2 calls per day.
- 2) The February 23rd meeting will have the request for rezoning property for a gravel pit. Sterling reported he has been working on this to see what authority local government has over mining and has found a gravel pit is different from mining. He will have a report for the Council to review before the next meeting.
- 3) Steve presented the Council with a list of candidates for the March 8th election.
- 4) Steve gave the Council a copy of the plans for the proposed expansion of town hall. This expansion will go out east to the parking lot. The costs are still unknown, however this is an issue we need to look at. Clay reviewed what he has done so far. Staff will start putting more together and getting some costs to report to the Council.
- 5) At the last meeting the Council authorized the agreement between the Town of Taylor and the Northeast Arizona Training Center (NATC) for the Greater Arizona Development Authority (GADA) loan. The bond sale will be later this month. The loans will be coming into the town. The Town will need to open a bank account since GADA will authorize the loan in the Town's name, not the property corporation's name. This will need to be on a future agenda. Clay reported NPC would do a press release stating who was awarded the position of the Executive Director of NATC. This position will start March 1st.
- 6) Steve received a letter of invitation for the Council for an appreciation dinner to be held February 17th at the Snowflake Social Hall. The dinner will held to recognize first responders.

(B) Council:


- 1) Norman stated there is a possible safety issue on Papermill Road, West of Freeman Hollow Road. In the south lane there is failure of road pavement. Trucks are going around this due to condition of road.
- 2) Debi asked about the situation of the improvements to the post office parking lot. Floyd and Steve met with Congressman Renzi's liason Judy Cooley, but have not heard anything from her pertaining to this.
- 3) Jay is concerned with our Police Department organization due to being short numbered. He stated there is little and sometimes no coverage. Situations in the community are not being taken care of due to lack of Officers. Steve will set up a meeting with the Administrative Committee to discuss these concerns.
- 4) Floyd reported Barry Henderson has contacted him regarding drainage on his property and Keith Baldwin has contacted him regarding the culvert on Centennial Blvd. needing cleaned out.
- 5) Floyd asked Sterling about Gene Taylor Ranch Road and the Center Street situation. Sterling reported he is working on both of these issues.
- 6) Floyd has talked to property owners regarding the plat for the 100 ft. easement from the new road from hwy 77 to Bourden Ranch Road. They are now ready to sign for this easement. Steve will get the plat so it can be signed by these property owners.
- 7) Floyd has been invited to a meeting with ADOT on the 17th. He asked the Council if there is anything they want him to bring up. It was suggested having signs at the post office and funds for signs at the airport discussed.

9. ADJOURNMENT:

Motion was made by Councilman Farr, seconded by Councilman Brimhall to adjourn. Motion carried, meeting adjourned at 8:54.

Certification of minutes: I hereby certify that the foregoing minutes are a true and correct copy of the regular Taylor Town Council Meeting held on the 9th day of February, 2005. I further certify that the meeting was duly called to order and that a quorum was present.

Dated this 10th day of February, 2005



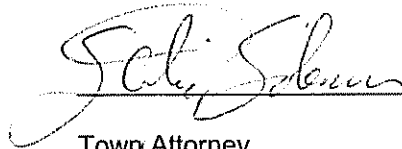
Kelly Jones - Town Clerk

JPA 04-071

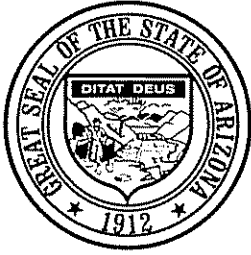
APPROVAL OF THE TOWN OF TAYLOR

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF TAYLOR, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 11th day of March, 2005.



Town Attorney



**ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION**

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR05-0149TRN (**JPA 04-071**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 22nd, 2005.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

JTM:dgr
Attachment
896701